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**CIVILIAN COLLECTIVE AGREEMENT**

Expiry: December 31, 2003

**RECEIVED**  
JUN 10 2003

**THIS AGREEMENT made on the 27<sup>th</sup> day of June, 2001**

***BETWEEN:***

**THE REGIONAL MUNICIPALITY OF DURHAM POLICE SERVICES BOARD  
(hereinafter called the "Board")**

**OF THE FIRST PART**

***AND:***

**THE DURHAM REGIONAL POLICE ASSOCIATION, on behalf of the  
Civilian Members of the Durham Regional Police Service  
(hereinafter called the "Association")**

**OF THE SECOND PART**

WHEREAS, subject to the *Police Services Act*, it is desirable that an agreement be entered into by the parties embodying the terms and conditions of employment with respect to the civilian Members of the Service, commencing **July 1, 1999** and ending **December 31, 2003**.

**INTRODUCTION**

NOW THEREFORE **THIS AGREEMENT WITNESSETH:**

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**ARTICLE ■ – DURATION OF AGREEMENT**

1.01 This Agreement is effective from July 1, 1999 and will remain in force until December 31, 2003, and thereafter until replaced by a new collective agreement. If either party to this Agreement wishes to amend or otherwise alter or revise any Article, it will so indicate to the other party in writing not more than ninety (90) days and not less than thirty (30) days prior to the expiry date of the Agreement, its intention to amend, alter or revise the Agreement. This Agreement will inure and be binding upon not only the parties hereto, but also their respective successors and assigns.

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## **ARTICLE 2 - DEFINITIONS**

2.01 Except where a contrary intention appears, the following definitions will be:

- (a) "Association" means the Durham Regional Police Association.
- (b) "Board" means the Regional Municipality of Durham Police Services Board.
- (c) "calendar year" means a period of twelve (12) consecutive months commencing January 1<sup>st</sup> and ending December 31<sup>st</sup>.
- (d) "Chief" means the Chief of Police of the Durham Regional Police Service.
- (e) "continuous employment" includes time that a Member is off duty through illness or injury or as otherwise specified herein.
- (f) "Divisional Commander" means the first Senior Officer in the Member's chain of command.
- (g) "fully qualified Member" means a fully trained Member approved for independent patrol after having successfully completed the applicable coaching program with a Qualified Coach Officer. A fully trained constable having prior police experience with an accredited Police Service will be deemed to be a fully qualified Member, unless deemed otherwise by the Chief.
- (h) "fully trained" means a Member who has successfully completed and graduated from the Recruit Training Course at the Ontario Police College (Alymer), or equivalent, and has been sworn in as a Durham Regional Police Constable.
- (i) "Member" means a full-time civilian employee of the Durham Regional Police Service covered by the Durham Regional Police Service Civilian Collective Agreement in its entirety.
  - (a) "Part-time Member" means a part-time civilian employee of the Durham Regional Police Service as defined in Article 39.01 of the Durham Regional Police Service Civilian Collective Agreement.
  - (b) "Part-time Seniority" means total hours of continuous employment with the Service and shall only revert to date of hire where two or more part-time Members have identical total hours of continuous employment, whereupon the date of hire will be used.
- (j) "Pay Duty" means any Police service undertaken for any private individual or corporation apart from regular Police duty.

(k) "Personnel File" means all documentation within the possession or control of the DRPS Civilian Collective Agreement

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Chief of Police or the Regional Municipality of Durham Police Services Board which directly relates to a Member.

- (l) “*Police Services Act*” means the *Police Services Act*, R.S.O. 1990, c. P.15, as amended from time to time, together with the Regulations thereto, as amended from time to time.
- (m) “Regional Corporation” means the Regional Municipality of Durham as set out in Bill 162.
- (n) “regular rate of pay” means the rate of pay specified for the classification of such position in Article 17.
- (o) “Retiree” means a Member who *is* eligible and exercises the right to receive a pension under the *Ontario Municipal Employees Retirement Act*, and regulations thereunder (“OMERS”).
- (p) “Senior officer” is as defined under the *Police Services Act*, as amended, (i.e., a Member of a police force who has the rank of inspector or higher or is employed in a supervisory or confidential capacity).
- (q) “Seniority” and “service” means the period of service which a Member has acquired from their last date of hiring as a Member either with the Durham Regional Police Service or any Service which has been amalgamated into and now comprises part of the Durham Regional Police Service. For the purposes of Article 22.03 (Service Badge) and Article 27 (Vacation) excluding Article 27.06 (Vacation Scheduling) continuous cadet and civilian time is recognised as continuous service from first date of hiring.
- (r) “Service” means the Durham Regional Police Service.

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**ARTICLE 3 - RECOGNITION AND SCOPE**

- 3.01 (a) The Board recognizes the Association as the exclusive bargaining agent for the Members included in this agreement, as set out in Article 17.
- (b) Subject to the *Police Services Act*, the Board or its duly appointed representatives and the duly appointed representatives of the Association will from time to time as required bargain and negotiate in mutual good faith for the purpose of making an agreement in writing defining, determining, and providing for remuneration, pensions, sick leave credit gratuities, grievance procedures or working conditions of the Members.
- 3.02 Wherever the singular or masculine is used in this Agreement it will be considered as if the plural or feminine has been used where the context so requires.
- 3.03 Wherever references to the Chief of Police appear in this Agreement, the Chief's right to delegate his/her responsibilities to a designate is presumed.

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#### **ARTICLE 4 - RELATIONSHIP**

- 4.01 The parties agree that any eligible Member of the Service, who is not otherwise excluded in accordance with the *Police Services Act*, will become a Member of the Association, provided that the Association will not at any time by any of its Members or representatives exercise or practice upon Members of the Service any intimidation, interference, restraint or coercion.
- 4.02 The terms and conditions of this Agreement apply to all Members who are subject to this Agreement.
- 4.03 There will be no discrimination, interference, restraint or coercion exercised or practised by the Board or any of its representatives with respect to any Member because of their relationship with or connection with the Association, and the Board **will** not discourage Membership in the Association on the part of its Members who are eligible to join it.
- 4.04 During the life of this agreement each Member, employed on a full time basis, will have Association dues deducted from his or her pay. Also such dues will be deducted irrespective of whether any Member is or is not a Member of the said Association and will continue so long as not less than fifty percent (50%) of such Members belong to the said Association provided that the Board will not incur any liability to any Member for having made such deductions unless satisfactory evidence has been delivered to the Secretary of the Board proving that less than fifty percent (50%) of the Members of the civilian Members of the Service are Members of the Association. Such dues will be remitted to the Treasurer of the Association along **with** a list of Members and amount so deducted.



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## **ARTICLE 5 – MANAGEMENT RIGHTS**

5.01 (a) The Association and its Members recognize and acknowledge that, subject to the provisions of the *Police Services Act*, it is the exclusive function of the Board to:

- (i) maintain order, discipline and efficiency;
- (ii) discharge, direct, classify, transfer, promote, demote or suspend, or otherwise discipline any Member;
- (iii) hire.

(b) If a Member claims that the Board has exercised any of the functions outlined in paragraph (a) (ii) in a discriminatory, arbitrary or capricious manner then such a claim may be the subject of a grievance under the provisions of the grievance procedure outlined in this Agreement or dealt with under procedures within the exclusive jurisdiction of the Ontario Civilian Commission on Police Services, as prescribed by the *Police Services Act*.

(c) The Board **will** not exercise any of the functions set out in this Article in a manner inconsistent with the provisions of this Agreement or the *Police Services Act* of Ontario.

5.02 Nothing in this Agreement will be construed as imposing any personal liability upon an individual who, from time to time, is a Member of the Board.

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## **ARTICLE 6 - COMPLAINTS AND GRIEVANCE PROCEDURE**

- 6.01 The parties agree that complaints and grievances relating to this Agreement or working conditions generally will be adjusted as quickly as possible.
- 6.02 Subject to the rights and procedures provided by and under the *Police Services Act* the parties agree to the following complaint and grievance procedure set out below where:
- a) a difference arises between the parties relating to the interpretation, application or administration of this agreement or of a decision or award of an arbitrator or Board of Arbitration; or
  - b) an allegation is made that such agreement or decision or award has been violated

### **STEP 1**

When a Member has a complaint or grievance, the Member will within twenty-one (21) days of such occurrence convey to their immediate supervisor a written statement setting out the facts relevant to the complaint and/or grievance. The Member and the immediate supervisor will make every attempt to resolve the problem at this step. The immediate supervisor will, after consultation with the Chief, render and deliver to the Member a written decision within ten (10) days.

### **STEP 2**

Failing satisfactory settlement under Step 1, the Member will within twenty-one (21) days request that his or her Divisional Commander review the written complaint and the decision rendered at Step 1 and attempt to resolve the issue. The Divisional Commander will render and deliver to the Member a written decision within ten (10) days.

### **STEP 3**

Failing satisfactory settlement under Step 2, the Member will within twenty-one (21) days of receiving the Divisional Commander's decision communicate his or her complaint and/or grievance in writing to the official representatives of the Association and advise as to his or her wishes with respect to the handling of the complaint and/or grievance.

### **STEP 4**

If in the opinion of the Association the complaint and/or grievance is justified, it will, within twenty-one (21) days of such communication, present such complaint and/or grievance to the Chief. The Chief will, within ten (10) days of receiving such complaint and/or grievance, render a decision in writing to the Association.

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### **STEP 5**

Failing satisfactory settlement under Step 4 the Association may, within twenty-one (21) days, present such complaint and/or grievance to the Board for consideration at its next meeting. The Board will, within fifteen (15) days of such meeting, communicate its written decision in respect of the matter to the Association.

### **STEP 6**

The Association may, after receipt of the written decision of the Board, require that the complaint and/or grievance be submitted to a single Arbitrator by notifying the Board in writing of its desire to do so. If the Board and the Association do not, within twenty-one (21) days, agree upon a single arbitrator, the appointment of a single arbitrator will be made by the Solicitor General of Ontario upon request by either party. The decision of the arbitrator is final and binding upon the parties. An Arbitrator set up under Step 6 of the Grievance Procedure will not have power to add to, subtract from, alter, modify or amend any part of this Agreement, nor otherwise make any decision inconsistent with this Agreement.

### **Policy Grievance**

Either party to this Agreement may lodge a grievance in writing with the other party on any difference between the parties concerning the general interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, and such grievance will commence at Step 5 and Step 5 and Step 6 will apply mutatis mutandis to such grievance.

Any grievance which may be filed as an individual grievance will not be filed as a policy grievance hereunder.

- 6.03 The aggrieved Member is entitled through the Complaints and Grievance Procedure herein, to have present on his or her behalf an Association representative or Counsel at any time.

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## **ARTICLE 7 - LEGAL INDEMNIFICATION**

- 7.01** Where a Member of the Service is charged with a criminal or statutory offence flowing from his or her police duties and is subsequently acquitted of such charges, the Member will be reimbursed for any reasonable legal expenses incurred **as** a result of such charges.
- 7.02** With the approval of the Chief, a Member who is a subject of an S.I.U. investigation will be provided with a lawyer for the initial investigation.
- 7.03** The Board will provide coverage for all civilian Members while in the performance of their duties.

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## **ARTICLE 8 - ASSOCIATION LEAVE**

- 8.01 (a) Executive Members of the Association will be allowed a total of thirty five (**35**) days off (to a maximum of 420 hours) each year to attend the Police Association of Ontario's meetings. No more than seven (7) Members will be absent for this reason at any one time. Any time required in excess of thirty-five (35) days will be allowed, subject to the needs of the Service, and the Board will be reimbursed by the Association at the rate of pay for the respective rank.
- (b) At the discretion of the Chief additional days off without loss of pay may be granted for the purpose of travel.
- 8.02 Any Member who is elected to the Board of Directors of the Police Association of Ontario will be granted, if required, twenty-four (**24**) working days (to a maximum of 288 hours) each year to attend such meetings of the Board. This article is applicable to one Member of the Association and will not exceed five (5) days off (or 60 hours) in any calendar month.
- 8.03 Members of the Bargaining Committee, Executive Council, and the Board of Directors of the Association will be permitted time off to attend their respective meetings so long as the number of total requests remain within reason, and time off does not restrict the operation of the Service. Such time off may be granted by the Chief on reasonable notice being given, and will be granted only to Members who are on duty or scheduled for duty at the time of the meeting for which the Members' presence is required, and such Member will return to complete their scheduled tour of duty upon the completion of the meeting for which their presence was required.
- 8.04 (a) The Board will grant a leave of absence from the Service for up to two Members selected by the Association. This leave of absence will be without pay and the Member so selected will be considered a full time Member of the Service and entitled to the accumulation and debits of his or her sick leave credits, seniority rights, and all other benefits under the Agreement. As such, he or she will receive remuneration, based on the salary structure assigned by the Association, from the Board and the Board will invoice the Association on a monthly basis for all costs.
- (b) The Board will allow a leave of absence for a second person of the Association in accordance with Article 8.04(a), provided such leave of absence is full time.
- (c) The parties understand that Members do not accrue statutory or vacation leave credits while on Association leaves. Any liabilities for such time are between the Member and the Association.
- 8.05 The leave time allowed under this Article will be a global maximum to be allocated between Civilian and Uniform bargaining units as determined by the Association, subject to the needs of the Service. Any leave time taken by a

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Member under the civilian collective agreement will be deducted from that available under this Agreement and vice-a-versa.

8.06 Time off allowed under this Article will be interpreted in accordance with the Member's regularly scheduled shift, be it eight, ten or twelve hours.

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**ARTICLE 9 - BARGAINING COMMITTEE**

- 9.01 The Civilian Bargaining Committee, to a maximum number of four **(4)** Members plus one Member of the Association's Board, will be allowed reasonable time off without loss of pay to take part in negotiations of the Civilian Agreement with the Board.
- 9.02 If a Member of the Civilian Bargaining Committee is scheduled to work the midnight shift immediately prior to aforementioned meetings, the Member will receive eight (8) hours off before commencement of such meetings without loss of pay.

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## **ARTICLE 10 - BENEFITS**

10.01 The Board will make the following coverages available to each Member with the rules and regulations of the various benefit plans. It is recognized that the cost to the Board, for providing Members with deceased Members' benefits, pregnancy and parental leave benefits, and retired Members deceased benefits is in excess of their share of the premium rebate from the Employment Insurance Commission for having a sick leave plan. The full premium rebate allowed by the Employment Insurance Commission will therefore be retained by the Board.

The Board will pay one hundred percent (100%) of the current premium cost of the benefit plans as set out in Article 10.01 for all Members.

(a) **Dental**

A non-deductible dental care plan proposed by the Board's insurance carrier similar in coverage to Blue Cross Number 9, subject to the following:

- (i) Effective July 6, 2001 the plan will provide that adult recall examinations will be covered once every nine (9) months. The recall period for child dependents will remain once every six (6) months.
- (ii) An additional rider is added to provide coverage for dentures, crowns, bridges and orthodontia. The additional coverage will be on a fifty/fifty co-insurance basis. Dental Coverage will include fissure sealant as described in the dental care plan.
- (iii) Orthodontia coverage for dependent children is a lifetime maximum of one thousand eight hundred dollars (\$1,800.00) for each dependent child.

Effective July 6, 2001 Orthodontia coverage for dependent children will be increased to a lifetime maximum of two thousand dollars (\$2,000.00) per eligible person. Effective July 1, 2003 orthodontia coverage for dependent children will be increased to a lifetime maximum of two thousand five hundred dollars (\$2,500.00) per eligible person.

Orthodontia coverage for the Member and spouse will be on a fifty/fifty basis to a lifetime maximum of one thousand eight hundred dollars (\$1,800.00).

- (iv) Specialist's Fees for the extraction of wisdom teeth are covered.



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(b) **Extended Health Care**

Extended health care under the current London Life insurance program or equivalent plan, subject to the following:

- (i) Vision care coverage to a maximum of two hundred dollars (\$200.00) once every two years, and semi-private hospital coverage.

Effective July 6, 2001 vision care coverage will increase to a maximum of two hundred and twenty five dollars (\$225.00) once every two years. Effective January 1, 2002 vision care coverage will increase to a maximum of two hundred and fifty dollars (\$250.00) once every two years. Effective January 1, 2003 vision care coverage will increase to a maximum of three hundred dollars (\$300.00) once every two years.

- (ii) Chiropractic, naturopathic, osteopathic, Podiatrist and therapeutic massage coverage will be fifteen (\$15.00) dollars per visit.
- (iii) Specialist's coverage for emergencies outside of the province is included.
- (iv) Effective July 6, 2001, hearing aid coverage will be provided to a maximum of five hundred dollars (\$500.00) every five years.
- (v) Effective July 6, 2001, the plan will provide for the mandatory dispensing of generic drugs whenever such drugs are available unless the prescribing doctor provides written instructions against generic substitution.
- (vi) Effective July 6, 2001, the plan will provide for a maximum drug dispensing fee of seven dollars and fifty cents (\$7.50) per prescription.
- (vii) The Board undertakes to maintain a preferred provider network within the Region in respect of professional pharmacists' fees.

(c) **Liability Insurance**

The Board will provide and pay the full premium cost of liability insurance to cover awards for both property damage, and personal injury damage which may be assessed against any Member, including partial indemnity costs, within the meaning of the *Rules of Civil Procedure*, in any civil action against such Member while in the performance of his or her duties.

(d) **Life Insurance**

- (i) A group life insurance plan that will give each Member two times basic annual earnings rounded to the next higher one thousand dollars (\$1,000.00) to a maximum of one hundred and fifty thousand dollars (\$150,000.00) together with

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an accidental death and disMemberment provision based on six times the Member's basic annual earnings rounded to the next higher one thousand (\$1,000.00) dollars to a maximum of five hundred thousand (\$500,000.00) dollars.

- (ii) Coverage will be as described in an appendix to this Agreement, and the Board will pay the entire cost of such coverage.
- (iii) For clarity purposes, the parties agree that if a Member dies from natural causes the group life insurance plan will provide two times base salary. In the event of the accidental death of a Member, on or off duty, the group life insurance plan will provide six times the Member's basic annual earnings.

(e) **Long Term Disability**

A long term disability plan providing a monthly benefit after the waiting period, in the amount of sixty-six and two-thirds (66 2/3%) percent of monthly salary to a maximum benefit of three thousand six hundred dollars (\$3,600.00) per month, subject to the following:

Effective July 6, 2001 the maximum monthly benefit will be increased to five thousand dollars (\$5,000) per month.

- (ii) Long Term Disability benefits will be based on the Member's salary at time of disability, except if there is a salary increase for the Member's rank within six months of the Member commencing disability in which case the long term disability benefit will be based on the increased salary for the Member's rank.
- (iii) Subject to the requirements of the Human Rights Code, Members on long term disability will cease to accumulate vacation pay credits or statutory holiday payments, so long as such Member remains on long term disability.

**Ontario Health insurance Coverage**

10.02 The benefits under Article 10.01 will not be reduced without the Association's prior written consent. The identity of the benefits carrier may be changed provided the Board consults with the Association prior to the change.

10.03 The Board will provide copies of the master contracts to the extended health care plan, long term disability plan, group life insurance plan and dental care plan to the Association. Any changes in these policies will be forwarded to the Association as soon as is practicable.

10.04 In the event the Insurance Company alters the out-of-province coverage agree to open

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negotiations regarding this matter.

10.05 In the event that the Uniform Bargaining Unit is awarded any improvement in dental plan or Extended Health Care Plan, such improvement will be provided also under the Civilian Agreement.

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## **ARTICLE 11 – PREGNANCY AND PARENTAL LEAVE**

**11.01** Members will be entitled to pregnancy and parental leave in accordance with the provisions of the *Employment Standards Act*. A Member intending to receive such benefits must notify the Service in writing *two* weeks prior to the commencement date of the intended leave. A Member on pregnancy or parental leave will receive benefits provided under Article 11.02. Notwithstanding the provisions of the *Employment Standards Act*, Members will receive further benefits set out in Article 11.04 for the entire period of the pregnancy or parental leave.

**11.02** During pregnancy and parental leave, the Board will provide a Supplementary Employment Insurance Benefit (SEB) plan (the “SEB Plan”), as follows:

- a. During the first 2 weeks of the E.I. waiting period, the Member will be paid 75% of the Member’s regular rate of pay;
- b. In the case of maternity leave, during the following 15 weeks, or shorter period if the Member returns to work, the Member will be paid at a rate of pay equivalent to the difference between the E.I. maternity benefits the Member receives and 75% of the Member’s rate of pay;
- c. In the case of parental leave, during 35 weeks or shorter period if the Member returns to work, the Member will be paid at a rate of pay equivalent to the difference between the E.I. parental benefits the Member receives and 75% of the Member’s regular rate of pay.
- d. The combined weekly payments received from the SEB Plan and the weekly rate of E.I. benefits will not exceed 75% of the Member’s weekly earnings.
- e. Members must provide proof of application for a receipt of E.I. benefits in order to receive payment under the SEB Plan, unless serving the two-week E.I. waiting period. Members must provide to Human Resources the original E.I. benefit stubs.

**1 11.03** Parental leave will be granted to Members in accordance with the *Employment Standards Act*.

**11.04** While on pregnancy or parental leave a Member will continue to accumulate seniority and credit for service for the purposes of salary and other increments. The Board will continue to provide the Member with vacation and statutory holiday credits, insurance, welfare, medical, dental, pension, service pay and all other benefits specified by this agreement. Should the Member separate from the Service during the leave, the Member’s separation entitlements will be calculated as if he or she were on full duty.

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- 1 ■05 The Board will accommodate a Member who provides a certificate furnished by the Service to the Member, and completed by a legally qualified medical practitioner requesting that the Member be offered modified duties owing to pregnancy. The certificate will provide, but may not be limited to, information that the Member is pregnant, and the restrictions and limitations the Member demonstrates with respect to her current position. If modification of her current position is not appropriate, having regard to her medical restrictions and limitations, the Member will be accommodated in a position for which she is qualified. The Member will continue to receive salary and benefits in accordance with the Agreement and consistent with statutory requirements under the *Employment Standards Act*.
- 1 ■06 The foregoing provisions relating to pregnancy and parental leave are effective January ■ 2001.

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## **ARTICLE 12 – SURVIVOR’S BENEFITS**

- 12.01 (a) The Board will pay one hundred percent (100%) of the premium costs for Ontario health insurance coverage, extended health care and dental care for the family of a Member who has died, for a period twenty-four (24) months from the Member’s death.
- (b) The Board will continue to pay one hundred percent (100%) of the premium costs of Ontario Health Insurance Plan and extended health care, which includes semi-private and vision care but excludes dental benefits, for the family of the member who has died unless the spouse of the deceased member remarries or enters into a common law relationship, or the benefits are provided by some other means or the surviving spouse reaches the age of sixty-five.
- 12.02 Where a Member dies prior to receiving his or her annual vacation in that year, the Member’s estate will be paid an amount equal to the salary that would have been paid to that Member on account of annual vacation entitlement.

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### **ARTICLE 13 – SICK LEAVE RETIREMENT BENEFIT**

13.01 During the period from July 13, 2001 until 4:00 p.m. (Local time) on December 30, 2003 a Member who is eligible to receive an OMERS pension, and otherwise qualifies, will be entitled to receive one of: Schedule 1, Schedule 2 or the plan described in paragraph (b) below.

- (a) The existing Schedule 1 and Schedule 2 retirement leave programmes will be deleted from this Agreement effective December 31, 2003. No Members will be entitled to receive either Schedule 1 or Schedule 2 unless they are eligible to do so, elect to do so and commence their retirement leave by 4:00 p.m. (local time) on December 30, 2003.
- (b) Effective July 13, 2001, a sick leave benefit for Members eligible to receive an OMERS pension will be introduced. This benefit will provide that:
  - (i) At the time of retirement, a Member will be entitled to receive a cash payment equal to the Member's accumulated sick leave credits (in hours) multiplied by one-half of the Member's regular hourly wage rate in effect at the time of the Member's retirement.
  - (ii) In addition, provided that the Member has provided at least 90 days advance written notice of his or her retirement date to the Chief, the Member will also be entitled to cash payment equal to the Member's accumulated sick leave credits (in hours) accumulated in the last thirty-six full calendar months immediately prior to retirement multiplied by one-half of the Member's regular hourly wage rate in effect at the time of the Member's retirement.
  - (iii) In addition, the Member will be eligible for an individual Health Care Spending Account ("H.S.A."). The H.S.A. will be used to reimburse retired Members for medical or dental expenses which meet Revenue Canada's definition of an allowable deductible medical or dental expense. The amount of the H.S.A. will be to a maximum of \$2,000.00 per year (which cannot be carried over) for each individual eligible Member and will be limited to the five years immediately following the retired Member's 65<sup>th</sup> birthday. Eligibility for the H.S.A. does not survive the Member. The eligible expenses of the Member's eligible spouse may also be claimed against the \$2,000.00 annual H.S.A. In order to receive reimbursement from the H.S.A. for eligible medical or dental expenses, the Member will be required to submit original receipts. The administration of the H.S.A. may be in accordance with the plan entered into between the Board and a third party. The Association will be provided with a copy of the plan, if applicable.

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- (c) Any Member who, within the last sixty days has elected to receive Schedule 1, and has not yet started to receive the retirement leave as of today's date (but may have commenced a leave in which they are using their existing vacation credits) can change his or her election to the new system. This election must be made in writing no later than July 13, 2001.

13.02 Medical Examination - A Member off duty as a result of sickness or injury will undergo such medical examination as may be required by the Medical Officer of the Service, who will have sole responsibility to determine the length of time the Member will remain absent due to sickness or injury and to determine their fitness to return to duty.

13.03 Personal Physician - Nothing contained herein will deny a Member the right to consult with a physician of his or her own choice, provided that such physician is neither the Medical Officer of the Service, nor retained as a consultant of the Service. A Member exercising this right is required to provide the name, address and telephone number of his or her physician to the Medical Officer of the Service, who will continue to retain sole jurisdiction of the case while a Member remains absent due to sickness or injury.

13.04 Definition of Medical Officer -- "Medical Officer of the Service" means any qualified medical practitioner approved by the Chief for the purpose of these regulations.

13.05 Retirement Leave - Regarding the accrued sick time for Members.

**Objective** -- To develop a system of dissolving the retiring Members sick pay credits to the benefit of the Member who accrued them and in so doing reducing the liability of the Board and also minimizing the financial impact on the Board. At the time of entering into retirement leave, a Member must declare which retirement leave schedule he/she wishes to use. A Member may choose only schedule one (1), schedule two (2) or the plan described in 13.01. A mixture of schedules/plans is not allowed.



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13.06 **Schedule 1**

In the event that the Member's sick time credits total one (1) working year or less the Member may take either the total amount of the credits as time off or fifty percent (50%) of the total hours in pay to a maximum of six (6) working months. If the Member elects to take pay, the balance of the sick credits will remit to the Board. In the event that the Member's sick time credits are greater than one (1) working year and the Member is not required to use them due to illness, the Member will be, in addition to any other accrued annual leave, statutory leave or overtime, entitled to take no greater than one (1) working year as time off with the full benefits of employment. The balance remaining will be divided in half and the Member paid for half the credits to a maximum of six (6) working months and the balance will remit to the Board. Members are not entitled to dry cleaning, clothing allowance and shift differential while on retirement leave. The Member agrees that during the time off due to accumulated sick leave credits he/she will not seek or accept any employment offered without the knowledge and permission of the Board.

13.07 **Schedule 2**

A Member who is eligible to receive a pension subject to O.M.E.R.S. regulations may choose to waive the benefits that he or she is entitled to under Schedule 1 and receive a cash payout, thereby proceeding to O.M.E.R.S. pension on the date specified. The cash payout will be based on the Member receiving fifty percent (50%) of what the Member would have been entitled to under Schedule 1 and subject to the limitations of such schedule. No interpretation of this article will allow a Member more than fifty percent (50%) of what the Member would have been entitled to, had the Member chosen to receive his or her earned benefits and salary, pursuant to Schedule 1.

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## **ARTICLE 14 - PENSIONS**

- 14.01 (a) All Members will participate in the new final average earnings O.M.E.R.S. pension plan. The Board and the Member will make equal percentage contributions as required under the O.M.E.R.S. pension plan. The pension benefit is two percent **(2%)** of final average earnings for each year of credited service integrated with the Canada Pension Plan ("CPP"). Credited service is the Member's continuous service since the date of joining O.M.E.R.S. to the Member's retirement date.
- (b) Earnings below the Canada Pension Plan ("CPP") maximum are considered at a premium rate one and a half percent (1 ½%) below that for earnings above the CPP maximum for the Board and Member.
- (c) Subject to O.M.E.R.S., applicable earnings means salary, service pay and shift differential. Applicable earnings do not include overtime and court time.
- 14.02 The pension benefit is ~~two~~ percent (2%) of final average earnings for each year of credited service integrated with CPP. Credited service is continuous service since date of joining O.M.E.R.S. to retirement date. This contract will include the Type I plan and Type III plan, as in the Uniform Contract, the only exception still being that the normal retirement age for a Civilian being sixty-five (65) years of age.
- 14.03 The O.M.E.R.S. Basic and Type I and III plans will be administered consistent with the rules and regulations of the O.M.E.R.S. Act and regulations and Supplementary Benefit provisions.
- 14.04 The Board will support the principle of the Member's purchase of Optional Service, provided that there is no cost or liability to the Board.

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## **ARTICLE 15 - RETIREE BENEFITS**

- 15.01 The Board will pay one hundred percent (100%) of the premium costs for Ontario health insurance coverage, (O.H.I.P.) extended health care for all Members who retire, from the time of their retirement until age sixty-five (65).
- 15.02 Retired Members will be provided with a paid-up insurance policy in the amount of Eight Thousand (\$8,000.00) Dollars.
- 15.03 In the event of the death of a retired Member, the spouse will be provided with extended health care benefits until age sixty-five (65) unless otherwise provided for. Such benefits do not include dental care and will cease upon remarriage, The surviving spouse will make application for such benefit upon the death of the retiree and will reapply at the beginning of each year thereafter.
- 15.04 The Member will be entitled to his or her entire year's annual leave, as per Article 27, in the year in which the Member retires.

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**ARTICLE 16 - 1**

- 16.01 (a) Effective July 6, 2001, a Member will be allowed seven (7) calendar days off without loss of pay upon the death of the Member's spouse or child.
- (b) A Member will be allowed three (3) calendar days off without loss of pay upon the death of the following extended family Members: father, mother, aunt, uncle, father-in-law, mother-in-law, sister, brother, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, and spouse's grandparent.
- (c) Upon the Member's declaration, a common-law relationship will be recognized for the purpose of granting compassionate leave.
- (d) Where the death occurs during a Member's annual vacation, the Member will be entitled to three (3) calendar days of additional vacation time,
- (e) Where the location of the funeral is at a distance exceeding two hundred and fifty kilometres (250) from the Member's residence, additional time off may be granted at the discretion of the Chief.
- 16.02 At the discretion of the Chief, a Member may be granted compassionate leave without loss of pay not exceeding one (1) day for persons not included in the definition of "extended family".
- 16.03 Time allowed off under Articles 16.01 and 16.02 will be interpreted in accordance with the Member's regularly scheduled shift, be it eight, ten or twelve hours.

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**ARTICLE 17 - SALARIES**

17.01 The annual salary of each Member of the Bargaining Unit is set forth below:

Salary Grade Level	Grade Level Steps	July 1999 to Dec. 1999	Jan. 01/00 to Dec. 31/00	Jan. 01/01 to Dec. 31/01	Jan. 01/02 to Dec. 31/02	Jan. 01/03 to Dec. 31/03
One	Start	\$ 28,650.00	\$ 29,481.00	\$ 30,365.00	\$ 31,276.00	\$ 32,292.00
	12 Months	\$ 29,952.00	\$ 30,821.00	\$ 31,746.00	\$ 32,698.00	\$ 33,761.00
	24 Months	\$ 31,254.00	\$ 32,160.00	\$ 33,125.00	\$ 34,119.00	\$ 35,228.00
	36 Months	\$ 32,556.00	\$ 33,500.00	\$ 34,505.00	\$ 35,540.00	\$ 36,695.00
Two	Start	\$ 30,664.00	\$ 31,553.00	\$ 32,500.00	\$ 33,475.00	\$ 34,563.00
	12 Months	\$ 32,059.00	\$ 32,989.00	\$ 33,979.00	\$ 34,998.00	\$ 36,135.00
	24 Months	\$ 33,452.00	\$ 34,422.00	\$ 35,455.00	\$ 36,519.00	\$ 37,706.00
	36 Months	\$ 34,846.00	\$ 35,857.00	\$ 36,933.00	\$ 38,041.00	\$ 39,277.00
Three	Start	\$ 32,821.00	\$ 33,773.00	\$ 34,786.00	\$ 35,830.00	\$ 36,994.00
	12 Months	\$ 34,312.00	\$ 35,307.00	\$ 36,366.00	\$ 37,457.00	\$ 38,674.00
	24 Months	\$ 35,805.00	\$ 36,843.00	\$ 37,948.00	\$ 39,086.00	\$ 40,356.00
	36 Months	\$ 37,297.00	\$ 38,379.00	\$ 39,530.00	\$ 40,716.00	\$ 42,039.00
Four	Start	\$ 35,129.00	\$ 36,418.00	\$ 37,232.00	\$ 38,349.00	\$ 39,595.00
	12 Months	\$ 36,725.00	\$ 37,790.00	\$ 38,924.00	\$ 40,092.00	\$ 41,395.00
	24 Months	\$ 38,322.00	\$ 39,433.00	\$ 40,616.00	\$ 41,834.00	\$ 43,194.00
	36 Months	\$ 39,919.00	\$ 41,077.00	\$ 42,309.00	\$ 43,578.00	\$ 44,994.00
Five	Start	\$ 37,600.00	\$ 38,690.00	\$ 39,851.00	\$ 41,047.00	\$ 42,381.00
	12 Months	\$ 39,309.00	\$ 40,449.00	\$ 41,662.00	\$ 42,912.00	\$ 44,307.00
	24 Months	\$ 41,017.00	\$ 42,206.00	\$ 43,472.00	\$ 44,776.00	\$ 46,231.00
	36 Months	\$ 42,727.00	\$ 43,966.00	\$ 45,285.00	\$ 46,644.00	\$ 48,160.00
Six	Start	\$ 40,243.00	\$ 41,410.00	\$ 42,652.00	\$ 43,932.00	\$ 45,360.00
	12 Months	\$ 42,073.00	\$ 43,293.00	\$ 44,592.00	\$ 45,930.00	\$ 47,423.00
	24 Months	\$ 43,902.00	\$ 45,175.00	\$ 46,530.00	\$ 47,926.00	\$ 49,484.00
	36 Months	\$ 45,731.00	\$ 47,057.00	\$ 48,469.00	\$ 49,923.00	\$ 51,546.00
Seven	Start	\$ 43,073.00	\$ 44,322.00	\$ 45,652.00	\$ 47,022.00	\$ 48,550.00
	12 Months	\$ 45,032.00	\$ 46,338.00	\$ 47,728.00	\$ 49,160.00	\$ 50,758.00
	24 Months	\$ 46,990.00	\$ 48,353.00	\$ 49,804.00	\$ 51,298.00	\$ 52,965.00
	36 Months	\$ 48,947.00	\$ 50,366.00	\$ 51,877.00	\$ 53,433.00	\$ 55,170.00
Eight	Start	\$ 46,103.00	\$ 47,440.00	\$ 48,863.00	\$ 50,329.00	\$ 51,965.00
	12 Months	\$ 48,199.00	\$ 49,597.00	\$ 51,085.00	\$ 52,618.00	\$ 54,328.00

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	24 Months	\$ 50,294.00	\$ 51,753.00	\$ 53,306.00	\$ 54,905.00	\$ 56,689.00
	36 Months	\$ 52,390.00	\$ 53,909.00	\$ 55,526.00	\$ 57,192.00	\$ 59,051.00
Nine	Start	\$ 49,101.00	\$ 50,525.00	\$ 52,041.00	\$ 53,602.00	\$ 55,344.00
	12 Months	\$ 51,333.00	\$ 52,822.00	\$ 54,407.00	\$ 56,039.00	\$ 57,860.00
	24 Months	\$ 53,564.00	\$ 55,117.00	\$ 56,771.00	\$ 58,474.00	\$ 60,374.00
	36 Months	\$ 55,795.00	\$ 57,413.00	\$ 59,135.00	\$ 60,909.00	\$ 62,889.00
Ten	Start	\$ 52,291.00	\$ 53,807.00	\$ 55,421.00	\$ 57,084.00	\$ 58,939.00
	12 Months	\$ 54,668.00	\$ 56,253.00	\$ 57,941.00	\$ 59,679.00	\$ 61,619.00
	24 Months	\$ 57,045.00	\$ 58,699.00	\$ 60,460.00	\$ 62,274.00	\$ 64,298.00
	36 Months	\$ 59,421.00	\$ 61,144.00	\$ 62,978.00	\$ 64,867.00	\$ 66,975.00
Eleven	Start	\$ 55,689.00	\$ 57,304.00	\$ 59,023.00	\$ 60,794.00	\$ 62,770.00
	12 Months	\$ 58,220.00	\$ 59,908.00	\$ 61,705.00	\$ 63,556.00	\$ 65,622.00
	24 Months	\$ 60,752.00	\$ 62,514.00	\$ 64,389.00	\$ 66,321.00	\$ 68,476.00
	36 Months	\$ 62,284.00	\$ 65,119.00	\$ 67,073.00	\$ 69,085.00	\$ 71,330.00
Twelve	Start	\$ 59,308.00	\$ 61,208.00	\$ 62,859.00	\$ 64,745.00	\$ 66,849.00
	12 Months	\$ 62,005.00	\$ 63,803.00	\$ 65,717.00	\$ 67,689.00	\$ 69,889.00
	24 Months	\$ 64,701.00	\$ 66,577.00	\$ 68,574.00	\$ 70,631.00	\$ 72,927.00
	36 Months	\$ 67,397.00	\$ 69,352.00	\$ 71,433.00	\$ 73,576.00	\$ 75,967.00
Thirteen	Start	\$ 63,165.00	\$ 64,997.00	\$ 66,947.00	\$ 68,955.00	\$ 71,196.00
	12 Months	\$ 66,036.00	\$ 67,951.00	\$ 69,990.00	\$ 72,090.00	\$ 74,433.00
	24 Months	\$ 68,906.00	\$ 70,904.00	\$ 73,031.00	\$ 75,222.00	\$ 77,667.00
	36 Months	\$ 71,777.00	\$ 73,859.00	\$ 76,075.00	\$ 78,357.00	\$ 80,904.00
Fourteen	Start	\$ 67,271.00	\$ 69,222.00	\$ 71,299.00	\$ 73,438.00	\$ 75,825.00
	12 Months	\$ 70,328.00	\$ 72,368.00	\$ 74,539.00	\$ 76,775.00	\$ 79,270.00
	24 Months	\$ 73,386.00	\$ 75,514.00	\$ 77,779.00	\$ 80,112.00	\$ 82,716.00
	36 Months	\$ 76,443.00	\$ 78,660.00	\$ 81,020.00	\$ 83,451.00	\$ 86,163.00

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17.02 Any Member transferred to a higher rated salary grade level will retain their current rate if higher than the appropriate increment level of the higher salary grade level, until the new increment level is higher than the current rate.

17.03 (a) Except in cases of demotion, any Member involuntarily transferred to a lower-rated salary grade level will retain their current salary until such time as the appropriate increment level of the lower salary grade level is equal to their current salary. Thereafter the Member will be paid in accordance with the salary schedule.

(b) When a Member moves to another position within their salary grade level the Member will retain the salary as determined by their seniority.

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## **ARTICLE 18 - HOURS OF WORK**

- 18.01 (a) Subject to subparagraph 18(d) below, the normal weekly period of duty that a Member is required to perform will be of five (5) days duration. Each daily tour of duty will consist of eight (8) consecutive hours. Where the requirements of the service do not permit a lunch period, lost time will be credited to overtime at straight time rates.
- (b) A tour of duty will mean the eight, ten or twelve hour shifts the Member is normally scheduled to work.
- (c) Lunch periods will be:
- 45 minutes for 8-hour shifts
  - 55 minutes for 10-hour shifts
  - 70 minutes for 12-hour shifts
- (d) It is agreed between the parties that the compressed work week will continue for the term of this agreement.
- 18.02 Days off will be consecutive except by agreement of the Service and a majority of those Members directly affected in which case days off will be in accordance with the shift schedule as mutually agreed upon.
- 18.03 Except in cases of emergency, twenty-four (24) hours' notice will be provided in the event of a change in the Member's normally scheduled shift.
- 18.04 For the purpose of computing entitlements under this Collective Agreement, the hours of a shift are deemed to fall on the day the shift commences.



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## **ARTICLE 19 -- STAFFING**

- 19.01 (a) Shift schedules for ninety (90) day periods, which apply to the Members herein, will be posted in an accessible place throughout all Divisions, Branch, Platoon or Unit and will be available to Members when required by such individual Member.
- (b) This posting requirement will not apply to Members working any mutually implemented shift schedule.
- 19.02 (a) **All** prisoner escorts of adults outside the Region, done by a Court Security Officer, shall be accompanied by an armed police officer.
- (b) Adult prisoner escorts within the Regional Municipality of Durham will consist of two (2) Court Security Officers. Fully trained uniform Members may be substituted.
- (c) Young Offender escorts, whether inside *or* outside the Regional Municipality of Durham, will consist of two **(2)** Court Security Officers. Fully trained uniform Members may be substituted.
- (d) Where the escort presents a risk to Member safety, such escorts will be performed by two (2) fully trained uniform Members.

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## **ARTICLE 20 -- LAY OFF & RECALL**

- 20.01 (a) Lay-offs will be made in reverse order of seniority among the Members in any classification. For the purposes of this section, seniority is defined as the length of continuous service a Member has with the Service, commencing from the date of hiring of a Member and includes any leaves of absence, long term disability or extended sick leaves. Recall **will** be made in order of seniority, but the Member loses all recall rights after two (2) years of layoff.
- (b) In the event of lay-off, a Member with seniority may move into another classification. Such Member will be allowed a maximum of three (3) months to qualify for said classification.

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**ARTICLE 21 – OVERTIME & RECALL TO DUTY**

- 21.01 Overtime will be deemed to be any time worked in excess of the Member's normal hours of work.
- 21.02 Any Member required to work over the regularly scheduled hours of their normally scheduled shift in one day, or required to work on off-duty days, will be granted time and one half (1 ½) for any hour or part thereof so worked.
- Such overtime will be taken as time off or pay in lieu thereof, which will be at the option of the Member, subject to the needs of the Service. Each Member will be allowed to carry two (2) days overtime, computed in accordance with their regularly scheduled shift, into the following year to be taken as time off. All other overtime balances will be cleared as of November 30th each year. Days off will be consecutive except by agreement of the Service and the majority of those directly affected.
- 21.03 An accurate record will be kept by the Service in which all overtime will be properly recorded and readily accessible to a Member with respect to the Member's own overtime upon request being made to the Chief.
- 21.04 Any Member who completes their normally scheduled shift without being required to continue to work and who is thereafter recalled to duty during off-duty hours will be credited with a minimum of five (5) hours of straight time for the first two (2) hours or any part thereof. Overtime rates **will** apply to all time worked over two (2) hours at the rate of time and one-half (1 ½).
- 21.05 Members working a 12 hour shift schedule who complete their normally scheduled tour of duty without being required to continue working, and are thereafter recalled to duty during off-duty hours, will be paid at the rate of time and one-half (1 ½), and in any case, will receive not less than five (5) hours at straight time rates for each such recall.
- 21.06 When a Member is required to work overtime as a result of an event at Mosport Race Track, the Member will be granted double time for any hour or part thereof so worked.
- 21.07 Vacated shifts which become available for overtime will be distributed by seniority within the Unit, Platoon or Branch where practicable.

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## **ARTICLE 22 - SPECIAL PAY/ LICENCES**

- 22.01 A Member who is assigned to perform the regular duties of a higher salary grade level under this collective agreement, will receive the salary of such higher salary grade level for the period so assigned. This amount will be paid on or before November 15<sup>th</sup> each year.
- 22.02 Any Member performing the duties normally performed by a uniform Member will receive an additional remuneration in the sum of one (\$1.00) dollar per hour. The Member must work a minimum of four (4) hours on each occasion to receive this additional remuneration.
- 22.03 A Member who trains another Member for a particular job, and is designated as qualified to perform such duties by the Chief, will be paid an additional one dollar (\$1.00) per hour while performing such duties. Payment will be made after the Members submits the required form.
- 22.04 Service pay will be granted to all Members at the rate of ten dollars (\$10.00) per month for each completed five (5) year period of continuous service. Such payment will commence on the first pay period following the appropriate anniversary date. This amount will be paid once yearly on or before November 15<sup>th</sup>.

<b>Years of Service</b>	<b>Annual Entitlement</b>
<b>5</b>	<b>\$120</b>
<b>10</b>	<b>\$240</b>
<b>15</b>	<b>\$360</b>
<b>20</b>	<b>\$480</b>
<b>25</b>	<b>\$600</b>
<b>30</b>	<b>\$720</b>
<b>35</b>	<b>\$840</b>

- 22.05 (1) Members who work a full calendar year on a three (3) shift rotation basis, or on a 12 hour shift cycle, will receive three hundred and sixty-seven dollars and fifty cents (\$367.50). Members who work a full calendar year on a two (2) shift basis will receive two hundred and thirty-six dollars and twenty-five cents (\$236.25).
- (2) Members who work less than a full year will receive a pro-rated portion of the above mentioned shift differential.
- (3) Such payments will be made in the first pay of December in each respective year
- 22.06 The Board will pay the fees on behalf of mechanic Members for such licences as are required in the course of their assigned duties.

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### **ARTICLE 23 -- COURT ATTENDANCE**

- 23.01 Any Member required to appear at any judicial or quasi-judicial proceeding during what would otherwise be time off, and arising out of the Member's duties, will be granted time and one-half for the duration of such appearance, but in no case will receive less than five (5) hours at straight time.
- 23.02 Any Member required to attend court during what would otherwise be the Member's regular day off, and arising out of the Member's duties, will be paid at the rate of time and one-half but in no case will receive less than seven (7) hours at straight time for the first appearance.
- 23.03 Members required for Jury duty will receive their regular salary for all such time as they are required. Monies received from the Court by the Members will be returned to the Board.

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## **ARTICLE 24 – TRAVEL, MEAL & ACCOMMODATION ALLOWANCES**

- 24.01 The following assignments, attendances and scheduling require prior approval from the Member's immediate supervisor or Divisional Commander to qualify for the allowances and/or reimbursements set out hereafter.
- 24.02 Members assigned by the Board to attend courses held at the Ontario Police College and the Canadian Police College will be entitled to an allowance of seventy dollars (\$70.00) per week, or part thereof. Members who are required to provide their own transportation will also be reimbursed for mileage for one round trip, for each five weeks, or part thereof, pursuant to Article 24.07(d).
- 24.03 Members scheduled to work the day prior to the commencement of any police course or course of instruction at the Ontario Police College or the Canadian Police College will be granted, subject to the needs of the Service, one (1) clear calendar day off in advance of the course.
- 24.04 Members assigned to Clarington, Ajax-Pickering and North Durham Community Offices or to workplaces outside of the City of Oshawa and the Town of Whitby, who are required to attend court in Oshawa or Whitby, while not on duty, will receive the travel allowance as set out in Article 24.07(d), unless the distance from the Member's residence to the court is less than the distance to the assigned workplace, in which case the Member will not be reimbursed. However, where two or more Members travel together only one claim may be made for the travel allowance.
- 24.05 Members who are required to attend court, while not on duty, at a court outside the Regional Municipality of Durham will be paid for travelling time at the rate of one minute of time for each kilometre travelled. Such travelling time will be calculated from the Member's assigned workplace to the court. If the court is a lesser distance from the Member's residence than from the assigned workplace, such Member will be reimbursed from the Member's residence at the rate of one minute of time for each kilometre travelled.
- 24.06 (a) Members assigned by the Board to provide escorts outside the Regional Municipality of Durham which interfere with their assigned lunch period will be entitled to the lunch allowance stipulated in Article 24.07(a).
- (b) Members assigned by the Board to investigations, other police duties or courses outside the Regional Municipality of Durham which last for two consecutive days or less, will receive the appropriate meal allowances in 24.07(a) but will not receive any allowance for ancillary expenses. Where required and approved the Member will also be provided accommodation and travel as set out in Articles 24.07(b) and 24.07(d).
- 24.07 Members assigned by the Board to other police duties or to attend training courses, workshops, learning opportunities, police courses, conferences or conventions outside of the Regional Municipality of Durham that exceed two consecutive days, will be entitled as follows:

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- (a) **MEALS:** Where meals are not provided on such assignments or attendance the Member will receive fifty-five dollars (\$55.00) per day (payable in currency appropriate in the circumstances) for meals and ancillary expenses, including telephone calls and gratuities, without receipts as follows:

Breakfast	\$8.00
Lunch	\$12.00
Dinner	\$25.00
Other Ancillary Expenses	\$10.00
<b>TOTAL</b>	<b>\$55.00</b>

If the circumstances are such that the daily maximum is clearly insufficient, the Board will reimburse the Member's actual meal expenses upon the provision of receipts.

- (b) **ACCOMMODATION:** Members will be reimbursed for accommodation under the following circumstances, and subject to the prior approval of the Chief.
- i) The assignment or attendance takes place outside of the Regional Municipality of Durham and it is unreasonable for the Member to commute.
  - ii) The assignment or attendance concludes at a time which will not permit the Member to arrive home in a reasonable fashion.
  - iii) There are extraordinary circumstances, such as weather related hazards impacting on transportation, preventing the Member from returning home.
  - iv) Where the Member is attending a specific event the accommodation will be provided, if available, at the site of the event. If such accommodation is not available, the accommodation will be provided at the nearest suitable motel or hotel.
  - v) The reimbursement will be at the single-room rate, except where such accommodation is not available.
- (c) **TRANSPORTATION:** The Board will provide or reimburse the Member for the cost of transportation subject to the prior approval of the Chief as follows:
- (i) by providing a Service vehicle and all expenses related to the operation thereof;
  - (ii) by Rail at the economy fare, if available, plus transportation to and from the rail terminal and related expenses;
  - (iii) by Air at the economy fare, if available, plus transportation to and from the Airport and related expenses; or

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- (iv) by requiring the Member to provide and operate a private motor vehicle as set out in Article 24.07(d).
  - (d) Where Members are directed to provide and operate a private motor vehicle by the Board for any police duties, including events as described in this Article, they will be reimbursed for the distance traveled at the mileage rates as per the Region of Durham Employees mileage policy, parking and toll expenses.
  - (e) All expenses or allowances under this Article, excluding mileage, will be paid in advance where feasible. Otherwise such expenses or allowances will be paid, including mileage, as soon as practicable, corresponding to regular pay periods.
- 24.08 All Members required to work more than three (3) hours past their normal quitting time will be provided with a meal allowance of six dollars (\$6.00). A further meal allowance will be provided on the same basis for each additional consecutive five (5) hours so worked.
- 24.09 The scheduling of Members to attend Mandatory Block Training will approximate their normal shift pattern as far as **is** practicable. Any such scheduling will allow the Member 24-hours (**24**) off, at minimum, immediately prior to and immediately following this training. The total number of hours a Member is required to attend Mandatory Block Training will not exceed the total number of hours the Member was scheduled to work on his or her normal shift schedule, without the benefit of overtime.
- 24.10 When a Member is required to work on any assignment at a location other than their assigned workplace, and the distance travelled by the Member is further than the distance to the regularly assigned workplace, the Member will be reimbursed under Article 24.06(d) for the increased distance.



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**ARTICLE 25 -- PAY DUTY**

- 25.01 Pay duties are voluntary and are not part of the normal requirements of the Service. Pay Duties are not covered by any other sections of this Collective Agreement, save this article.
- 25.02 The rates for pay duties will be paid at one and one half (1½) times of the Member's hourly rate and in no event will be less than three (3) hours at the overtime rate as herein established and such rate will be rounded to the nearest dollar.
- 25.03 The pay rate for services on New Year's Eve day, New Year's Day, Christmas Eve day and Christmas Day will be at two times (2) the Member's pay duty rate.
- 25.04 Members on pay duties will be covered by W.S.I.B., consistent with the W.S.I.B. correspondence.

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## **ARTICLE 26 -- STATUTORY HOLIDAYS**

- 26.01 In lieu of twelve (12) statutory holidays, each Member who regularly works three (3) shifts in a seven (7) day operation, will receive an additional twelve (12) days' pay per year at the rate of time and one-quarter (1 ¼), or equivalent time off at the option of the Member, subject to the needs of the Service. The option as to choice of pay or time off must be made by December 1<sup>st</sup> each year for the following year. All time off must be declared in writing, before October 15<sup>th</sup> of that year and utilized before December 31<sup>st</sup> of that year.
- 26.02 Members working a 12 hour shift schedule will receive, in lieu of twelve (12) statutory holidays, one hundred and twenty (120) hours pay or time off each year at the option of the Member. The option as to choice of pay or time off must be made by December 1<sup>st</sup> each year for the following year. All such days to be scheduled as time off must be declared, in writing, before October 15<sup>th</sup> of the selected year, and utilized before December 31<sup>st</sup> of that year. If a Member requests time off, the choice of the day will be at the sole discretion of the Member, subject to the needs of the Service.
- 26.03 The Statutory Holidays are:
- |                |                        |
|----------------|------------------------|
| New Year's Day | Thanksgiving Day       |
| Good Friday    | Remembrance Day        |
| Easter Monday  | Half day Christmas Eve |
| Victoria Day   | Christmas Day          |
| Dominion Day   | Boxing Day             |
| Civic Holiday  | Half day New Years Eve |
| Labour Day     |                        |
- and any other holiday declared or proclaimed by law as a national or provincial (Ontario) holiday.
- 26.04 Statutory holiday pay in lieu will be paid on or before November 15<sup>th</sup> of each year.
- 26.05 When a statutory holiday falls on a day shift workers' regular day off the Member will receive an additional day off.
- 26.06 Day shift workers will be allowed to use Remembrance Day and Easter Monday as well as two (2) additional days on days other than they fall upon with the agreement of their supervisor.
- 26.07 Members who are assigned permanent day shift positions and, as such, receive the twelve (12) statutory holidays as time off, will be granted one additional day to be taken at the Members option, subject to the needs of the Service, for a total of thirteen (13) Statutory days leave.

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## ARTICLE 27 – ANNUAL LEAVE

27.01 All Members will be entitled to an annual leave with pay as set out below. In the calculation of such leave, regular days off will not be included. Each day of annual leave will be interpreted to mean an eight (8) hour day.

<u>YEARS OF SERVICE</u>	<u>ANNUAL LEAVE DAYS / HOURS ALLOTTED</u>
Less than 1 year	1 working day for each full month of service up to a maximum of ten (10) working days
1 year	10 days / 80 hours
2 years	10 days / 80 hours
<b>3 years</b>	<b>13 days / 104 hours</b>
4 years	13 days / 104 hours
<b>5 years</b>	<b>15 days / 120 hours</b>
6 years	15 days / 120 hours
<b>7 years</b>	<b>18 days / 144 hours</b>
8 years	18 days / 144 hours
<b>9 years</b>	<b>20 days / 160 hours</b>
10 years	20 days / 160 hours
11 years	20 days / 160 hours
<b>12 years</b>	<b>22 days / 176 hours</b>
13 years	22 days / 176 hours
<b>14 years</b>	<b>23 days / 184 hours</b>
15 years	23 days / 184 hours
<b>16 years</b>	<b>24 days / 192 hours</b>
17 years	24 days / 192 hours
<b>18 years</b>	<b>26 days / 208 hours</b>
19 years	26 days / 208 hours
20 years	26 days / 208 hours
21 years	26 days / 208 hours
22 years	26 days / 208 hours
<b>23 years</b>	<b>30 days / 240 hours</b>
24 years	30 days / 240 hours
25 years	30 days / 240 hours
26 years	30 days / 240 hours
<b>27 years</b>	<b>31 days / 248 hours</b>
28 years	31 days / 248 hours
29 years	31 days / 248 hours
<b>30 years or more</b>	<b>35 days / 280 hours</b>

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- 27.02 For the purpose of annual leave entitlement a Member's service will be the total of all service with the Durham Regional Police Service plus all service as a police officer/civilian Member with another accredited Police Service in Canada.
- 27.03 **A** Member will become entitled to the scheduled increase of annual leave only after the first day of January in the year in which the Member completes the required years of service (the Member's "anniversary date").
- 27.04 (a) Except in cases of emergency, each Member will be allowed a full shift off on either Christmas Day or New Year's Day.
- (b) Christmas Day and New Year's Day will be deemed contiguous and fall within a single selection year for the purpose of selecting vacation leave.

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27.05 The number of Members allowed to book time off on the Holiday Selection charts, will be in accordance with the table below:

<u>UNIT SIZE</u>	<u>ALLOWED OFF</u>
1	1
2	1
3	1
4	1
5	1
6	2
7	2
8	2
9	2
10	2
11	3
12	3
13	3
14	3
15	3
16	4
17	4
18	4
19	4
20	4
21	5
22	5
23	5
24	5
25	5
26	6
27	6
28	6
29	6
30	6
31	7
32	7
33	7
34	7
35	7
36	8
37	8
38	8
39	8
40	8

\*

27.06 The following constitutes the Holiday Selection Chart System (hereinafter the "System"):

- a. Prime rime will be defined as June 15<sup>th</sup> to September 15<sup>th</sup> inclusive.
- b. Week or Block will be defined in accordance with the Member's eight, ten or twelve hour shift schedule.
- c. Vacation Leave will be defined as annual leave, statutory leave and bank time so long as it is declared and approved before December 31<sup>st</sup> of the selecting year.

(1) The Board will issue to each unit a Holiday Selection Chart ( the "Chart") by November 1st, of each year. The Chart will list the Members of the Unit in vacation selection order as determined by the seniority provisions of this collective agreement. If Members share a sworn date, an annual draw, conducted by the Unit Leader, will determine seniority order. The Member's annual leave, statutory holiday and banked time entitlements will be stipulated on the Chart. The Chart will also indicate the number of Members eligible to book credits simultaneously. Once this stipulated number is reached, no other Members may select the same block. Once the Chart is posted as per this article, the number of Members allowed to book credits off will be fixed for that year.

- (2) Members who have bank time and/or may receive pay in lieu of statutory time off, will be required to book 100% of their annual leave entitlement. Members having only annual leave will book 75% of their entitlement on the Chart. The balance of such time will be exhausted in the calendar year to which the Chart applies.
- (3) Each Member will declare on the Chart the number of statutory hours the Member wishes to bank for time off and the number of statutory hours the Member wishes to receive in payment. Following this initial declaration the Member may make one secondary declaration moving all or any part of the time to be paid out to the Member's statutory time off bank. This secondary declaration may be made at any time prior to September 15<sup>th</sup> in the calendar year to which the Chart applies.
- (4) Each Member working a 12 hour shift schedule will indicate on the chart the number of banked hours the Member wishes to book as vacation leave. The remaining banked hours will be exhausted in the calendar year to which the Chart applies.
- (5) Commencing on December 1<sup>st</sup> of each year, Members will indicate on the Chart those blocks they wish for his or her hours to be booked in order of seniority. A Member may indicate their full selection in the first round, or any round thereafter. Seniority will be determined in accordance with the Member's sworn date with the Service, and applied within the Division, Branch, Platoon or Unit.
- (6) Members on a 12 hour shift schedule will be entitled to select two blocks, or parts thereof, in prime time. Members working the normal weekly period of duty, as

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defined in Article 18, will be entitled to two (2) weeks or parts thereof in prime time.

If additional time remains in prime time after the initial selection round, the Members, by way of a second draw on seniority basis, may make additional selections in prime time.

- (7) Once the Member selects all of their time, the next senior Member will commence the process. Members will be prepared to make their selections and upon being notified that it is their turn, Members will make their selections forthwith. Members not making their selections forthwith will forfeit their selection opportunity and the unit leader will proceed down the list. Once the skipped Member is ready to select he or she will be allowed to pick next.
- (8) Requests for annual leave, statutory leave and bank time that are not required to be submitted and confirmed by December 31<sup>st</sup> of the selecting year, must be scheduled by the Member no later than October 15<sup>th</sup> of the following year. Seniority will not apply to such requests submitted after December 31<sup>st</sup> of the selecting year, unless specified otherwise herein.
- (9) Unit leaders will monitor and approve selections on an ongoing basis and will complete the confirmation process by December 31<sup>st</sup> of the selecting year. The Chart selections are final once confirmed by the Unit Leader. Upon approval and confirmation of their selections, Members are entitled to the vacation leave as selected, even upon transfer to another unit. Members may request changes to their selections upon transfer to another unit where the alternative selection accords with the shift schedule of that unit. Members who transfer from a unit where they are entitled to the 104 hours banked time to a unit where they are not so entitled, or vice versa, will have their entitlements adjusted accordingly. Should a Member have used all of their credits, any negative balance will be carried forward to the following year and reduced by their entitlements in that year, as declared in writing by the Member.
- (10) Each Member will complete all special request forms inclusive of Statutory Holiday declaration, Annual Leave and Bank Time, which will be submitted to the Unit Leader at the time of selection. After confirmation of selections, the Unit Leader will submit all such request forms to the Service by December 31<sup>st</sup> of the selecting year.
- (11) Where there is one supervisor in a unit the Board will determine whether or not the supervisor will select with the other Members of the unit or not, no later than November 1<sup>st</sup> of the selecting year. Where the Board determines that the supervisor will select with the Members, all of the Members will select in order of seniority. Otherwise the supervisor will be placed by the Board on a separate System Chart with other supervisors and select according to System rules.
- (12) Where there are two or more supervisors in a unit, they will be placed on a separate Chart, by the Board and the System rules will apply.
- (13) Where a Member wishes to select a week/block that is not available, and they

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therefore take a different selection, they may indicate on the request form their request for consideration should the week/block in question become available. Where a previously selected week/block is vacated, the Unit Leader will review the request forms and make every reasonable effort to offer the vacated week/block to the Member having so requested consideration in order of seniority. Where there are no such requests on file, the Unit Leader will provide eight (8) days' notice to all Members of the unit and the Member with the highest seniority requesting such time will be granted the vacated week/block.

- (14) A Members who is absent and do not participate in the selection process while on maternity leave, sick leave, WSIB or other leaves of absences, will have his or her vacation leave selected by the Unit Leader in accordance with this Article and based on the Member's selection in the preceding year where possible.
- (15) Vacation leave blocks selected by a Member who is later absent in the selected year on maternity leave, sick leave, WSIB or other leaves of absence, will not be considered "vacated" for the purposes of this article, unless, in the discretion of the Unit Leader, the resources of the Service allows otherwise.

27.07 After the selections are confirmed, special requests may be submitted in writing by the Member to the Unit Leader for the following purposes:

- (1) immediately rescheduling confirmed vacation leave within available time in the year; or
- (2) cancelling and banking confirmed vacation leave for future use as bank time or statutory leave where there are reasonable prospects that the Member would be able to observe the time off in the year.

27.08 (a) Members who select vacation leave for which they have one or more court call sheets are not entitled to the provisions of 27.09.

- (b) Members who have confirmed vacation leave or have rescheduled such leave in accordance with Article 27.07(1), or while on annual leave, and who subsequently receive one or more court call sheets will notify their Unit Leader and submit a request for adjournment. If the request for adjournment is not granted, the Member will attend court and will submit their claim under 27.09 accompanied by the request for adjournment and the court call sheet.

27.09 (1) If a Member is recalled from their confirmed vacation leave under this article, for any reason, the Member's overtime bank will be credited with two (2) days at straight time, calculated in accordance with their regularly scheduled shift, for each day or part day thereof for which the Member is recalled.

- (2) In such circumstances, and provided the recall has been approved in advance by the Chief, Members will also be reimbursed for travelling expenses and any related costs upon presentation of receipts to the Chief.



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- (3) A Member's regular day off when taken in conjunction with vacation days, will for the purpose of this Article be classified as confirmed vacation leave, provided the Member specifies days off when choosing vacation time in accordance with this System.

27.10 Any Member who is scheduled to start confirmed vacation leave, special request time off or time off carried over from the previous year, and is ill, may elect not to commence such leave until his or her period of illness has passed and the Member may re-schedule their such leave upon request to the Chief. The Member may be required to furnish proof of illness to the Chief.

27.11 A maximum of six (6) Members per year may request that their annual leave be deferred to the following year. Requests must be made by June 30<sup>th</sup> of the prior year. The Chief may also authorize the carryover of confirmed vacation leave cancelled for operational reasons. In both cases the deferred credits will be added to that Member's vacation leave for selection in the following year. These credits will not be eligible for additional deferral.

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## **ARTICLE 28 - SICK LEAVE AND WORKERS SAFETY & INSURANCE ACT**

- 28.01 All Members will accumulate sick leave credits at the rate of twelve (12) hours for each month's service, to a total of one hundred and forty-four (144) hours for each year of service to be added to the credits already accumulated.
- 28.02 All unused sick leave will be accumulated at the rate as set out in Article 28.01 without a maximum amount, and, on termination of their service, other than pensionable retirement under Article 13, after four (4) years of continuous service, a Member will be entitled to an amount equal to their salary for one-half (1/2) the number of days standing to their credit, but not in excess of the amount of one-half (1/2) year's earnings at the rate received by the Member immediately prior to termination of their service. Members eligible for such payments may defer such payments, without escalation, until January of the next succeeding year. If the Member dies, such accumulated sick leave credits will be payable to the estate of the deceased Member to the amount provided above.
- 28.03 In cases where absence is caused by accident or illness for which the Member is receiving W.S.I.B. compensation, the Member's accumulated sick leave credits will not be affected. The Board will make up the difference between W.S.I.B. compensation and their regular rate of pay for the duration of such accident or illness.
- 28.04 The Board will provide semi-private hospital coverage for Members confined to hospital who are injured and receiving W.S.I.B. benefits.
- 28.05 Members may use up to eight (8) hours per year out of their sick leave bank for the purposes of attending doctor or dental appointments, subject to the approval of the Chief, and subject to Employment Insurance Commission approval.
- 28.06 When Members are off work as a result of a non-work related motor vehicle collision they will have the option of using either their Car Insurance accident benefit or leave from their sick bank, subject to Employment Insurance Commission approval.
- 28.07 Members may use sick leave for the purposes of caring for their sick children or providing elder care of their parents, subject to the needs of the Service. This section is subject to Employment Insurance Commission approval.
- 28.08 **(1) Central Sick Leave Bank:** Membership in the Central Sick Leave Bank ("CSLB") is voluntary. Only Members who have joined may apply for sick time from the CSLB. Applications to join are to be made to Human Resources.
- (2) Contributions by the Members will be voluntary and will be in the amount of eight (8) hours. Members whose sick leave has expired may apply for sick leave from such bank to facilitate them over the period of illness or until eligibility for long-term disability. A joint committee of Association and Management representatives will determine the eligibility of such Member's request, subject to Employment Insurance Commission approval.

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- (3) Any active Member of the Durham Regional Police Association or Senior Officers' Association may join within ten (10) years from the date of commencing employment with the Service and after having accumulated a minimum one hundred and fifty two (152) hours (i.e., 144 hours in Member's personal bank plus eight hours to donate to the CSLB). However, Members with ten (10) years or more seniority with the Service have until December 31, 2003 to join the CSLB.
- (4) Where the total number of hours in the CSLB drops below 1200 hours, all participants will be required to donate an equal amount of additional hours.
- (5) Members may apply, by application to the Association, for CSLB sick credits for any medical condition which precludes the Member from working at their present position, or any alternative position offered by the Service. CSLB sick credits may only be used in the following circumstances:
  - (a) to facilitate the Member over the period of a prolonged illness; or
  - (b) until the Member qualifies for long-term disability as provided by the insurer.
- (6) The maximum amount of time obtainable from the CSLB for the purpose of 28.08(5(b)) will be calculated by taking the time required to qualify for LTD, minus the credits in the Member's sick bank, and any leave credits or bank time, whether scheduled or not.
- (7) If the Member, prior to commencing sick leave, has requested statutory leave credits in pay, the Member is not required to change such request. However, if the waiting period required to begin long term disability goes into the next calendar year, the Member will take all statutory holiday credits as time off.
- (8) When a Member receives a retroactive award respecting a period of illness for which time was donated from the CSLB, such donated time/monies will be returned to the CSLB. An authorization to this effect will be signed when the Member submits the request to the CSLB.
- (9) The CSLB committee will review all requests for time from the CSLB, and may:
  - (a) approve the application for time requested;
  - (b) approve the application in part by providing a percentage(%) of time requested; or
  - (c) deny the application for time with a written explanation.
- (10) By signed consent, all Members seeking time from the CSLB will co-operate as required with the CSLB Committee and Human Resources.

28.09 In instances where a Member off sick does not have sufficient sick days to the Member's credit to fulfil the waiting time for long term disability, such information may be filed with the DRPS Civilian Collective Agreement

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Chief and Members will be advised that they may make a voluntary individual contribution in such cases, on the understanding that the decision to contribute is the responsibility of the individual Member. Each Member will be limited to a maximum monthly contribution of eight (8) hours, up to a maximum of forty eight (48) hours per year, of his or her accumulated sick leave for use by the insured person. Such contributions will be made in accordance with the *Employment Insurance Act*, as amended.

28.10 Upon returning to work, the Member may be required by the Chief to provide a medical certificate substantiating his or her period of illness.

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## **ARTICLE 29 - LEAVE OF ABSENCE**

29.01 Subject to the Chief's discretion, a Member may be granted a leave of absence in accordance with the following:

- (a) All leaves of absence covered by this Policy will be without pay.
- (b) Members may continue with benefits during the leave of absence provided they reimburse the Service on a monthly basis for the cost of such benefits.
- (c) Members will not accumulate sick leave while on a leave of absence.
- (d) Members will not be covered by W.S.I.B. protection as funded by the Board while on a leave of absence and not engaging in police duties or while employed elsewhere.
- (e) Members may make pension contributions (both employee and employer) for the period of the leave of absence and must pay in accordance with the Act and Regulations governing such. For those Members who continue to pay Pension contributions to O.M.E.R.S., seniority for pension purposes will accumulate.
- (9) Members will not accumulate any seniority but, upon return to duty at the completion of the leave of absence, will continue with the Seniority established at the commencement of the leave.
- (g) Service pay, dry cleaning allowance, annual leave and all benefits and allowances under the agreement unless paid for by the Member will cease during the period of the leave of absence.

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**ARTICLE 30 - UNIFORMS**

30.01 Any Member designated to a position where the Chief requires a uniform to be worn will be supplied with an appropriate uniform issue and replaced as required.

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### ARTICLE 31 - DRY CLEANING

- 31.01 Members required to wear uniforms will be entitled to have uniform trousers and tunic and shirts, or suit of clothes and shirts, as the case may be, dry-cleaned forty **(40)** times per year.
- 31.02 Members issued full provincial wash and wear uniforms will be entitled to fifty (50) cleaning vouchers per year. Members issued with partial wash and wear uniforms will receive eighty five **(85)** cleaning vouchers per year. All other Members required to wear uniforms will be entitled to one hundred twenty (120) cleaning vouchers per year.
- 31.03 Cleaning vouchers will be utilized in accordance with the following table:

<u>UNIFORM ITEMS</u>	<u>TICKETS</u>
1 Pair Uniform pants	1
1 Tunic	2
2 Uniform Shirts	1
1 Sweater	1
2 Ties	1
■ Patrol Jacket	2
■ Lining (patrol jacket)	1
1 Fur Hat	■
1 Vest Cover	1
1 Winter Jacket	2
1 Raincoat	2
■ Cloth Overcoat	2
<u>PLAIN CLOTHES ITEMS</u>	<u>TICKETS</u>
■ Pair Suit/dress pants	1
1 Suit Jacket or Blazer	2
1 Suit Vest	1
2 Dress shirts	1
2 Ties	1
1 Raincoat	3
1 Overcoat	3
1 Plain blouse	2
1 Silk blouse	2
1 Plain skirt	2
1 Pleated skirt	3
1 Suede skirt	10
1 Dress	3
■ Sweater, regular	1
1 Sweater, cashmere	2

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31.04 The Board will use its purchasing power in obtaining cleaning vouchers for the civilian Members. The civilian Members will be responsible for the cost of said vouchers obtained by the Board.



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## **ARTICLE 32 - POSTINGS**

- 32.01 (a) All positions within the Service will be posted and Members interested in such positions will be entitled to apply.
- (b) The successful candidate will assume the new position **as soon as** practicable after the determination is made, but in any event will be compensated at the new rate no later than thirty (30) days after such determination.
- 32.02 Job descriptions for all new positions will be established prior to posting such positions.

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**ARTICLE 33 – RESIGNATIONS**

33.01 The Board will allow a Member forty-eight **(48)** hours, excluding Saturday, Sunday or Statutory Holiday, in which to withdraw a previously submitted resignation form.

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**TICLE 34 – PERSONNEL FILE**

34.01 Members will be entitled to examine their personnel file during the Human Resources Department's normal hours of operation, after giving, where practicable, a minimum of thirty (30) minutes notice of such a request to the Chief.

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**ARTICLE 35 – WEDDING**

35.01 Members who would otherwise commence their shifts on the day of their wedding will be allowed the day off to attend the ceremony without loss of pay.

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**ARTICLE 36 – PARKING**

36.01 The Service will take all reasonable steps to provide parking for Members of the Service while on duty.

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**ARTICLE 37 - WORDING ERRORS AND OMISSIONS**

- 37.01 In the event there is an error or omission from the Collective Agreement, it is agreed that the part that was inadvertently left out or had an error in it will be corrected and form part of the Collective Agreement.
- 37.02 The parties agree to reword sections providing the intent of the section is not changed. Civilian Job Titles will be updated and corrected.

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**ARTICLE 38 – COMMISSIONERS OF OATH**

38.01 Any Member assigned to the duties of a Commissioner of Oaths will be compensated at the rate of four hundred and fifty (\$450.00) dollars per year for each position, pro-rated monthly and payable the first pay period of December.

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## **ARTICLE 39 – PART TIME EMPLOYMENT**

39.01 The Board will employ part-time Members under the following conditions only:

- (a) **Leaves** – to fill a vacancy created due to the temporary absence of a full-time Member on leaves of absence including but not limited to pregnancy/parental leaves, provided such vacancy is first offered to all other full-time Members who are qualified to perform the duties of the vacant position. The replacement will be hired for the term of the leave, related time off, and a training period not to exceed four (4) weeks; or
- (b) **Term or Task** – for a definite term or task not to exceed twelve (12) consecutive months nor will they be eligible for recall for the same task until six months have elapsed from their last working day; or
- (c) **1450 Hours** – for a part-time position regularly scheduled for no more than 1450 hours in a calendar year.

- 39.02 (a) A part-time Member employed under this Article will be entitled to salary, shift differential and an additional 12% of their hourly rate of pay in lieu of benefits under the Collective Agreement.
- (b) A part-time Member will be paid at the same hourly rate as a full-time Member and will progress through the full-time Member salary grade levels upon accumulation of 2080 hours total employment for each level. Overtime hours to be paid at time and one-half (1 ½) for hours worked over 44 hours per week.
- (c) A part-time Member will be compensated for vacation at the rate of six percent (6%) of his/her wages for the first 6,240 hours of employment and at the rate of eight percent (8%) of salary thereafter. Part-time Members will select vacation, in order of seniority of part-time Members within the part-time group assigned within the same unit, and after all full-time Members within such unit have selected their vacation.
- (d) Part-time Members may be eligible to participate in the OMERS Pension Plan as provided under the Volunteer Membership criteria. Where part-time Members are so eligible and elect to enroll, the Board will make the contributions as the employer as required by OMERS and the Member will make the contributions as required by OMERS. The Board will notify the part-time Member and the Association when the part-time Member qualifies for Membership in the OMERS Pension Plan.

39.03 A part-time Member will be entitled to Statutory Holidays in accordance with the provisions of the *Employment Standards Act*, Part-time Members assigned to work on Statutory Holidays will be paid at two times (2) their hourly rate for hours worked on said Statutory holidays. They will receive no other payment or time off for said work except as may be required by the *Employment Standards Act*.



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39.04 Overtime work will only be offered to Part-time Members as follows:

Vacated Shifts will be staffed by part-time qualified members first within the Unit at straight time. Thereafter, any remaining vacated shifts will be offered to qualified full-time members within the Unit at the overtime rate. Thereafter, the vacated shift will be offered to qualified part-time members at the overtime rate who have reached the weekly maximum of 44 hours.

(A vacant shift is not available for overtime staffing if that vacant shift can be occupied by a part-time member at straight time.)

Unscheduled overtime will be offered to currently on duty full-time qualified members *first* and then to on duty qualified part-time members.

39.05 A part-time Member will accumulate seniority from the date of hiring based on hours worked. Seniority will have effect wherever seniority has application in this article, but it will not apply when in conflict with the seniority rights of a full-time Member. Seniority for part-time Members will be counted as total hours of continuous employment with the Service and will only revert to date of hire where two or more such part-time Members have identical seniority whereupon the original date of hire will be used.

39.06 Part-time Members will have an opportunity to apply for vacant and newly created positions as full-time Members. This opportunity will arise after the position(s) has been posted as required by this Collective Agreement and prior to the position being made available for application to non-Members. Where one or more part-time Members are equal in skill, ability and qualifications, the position will be offered in order of seniority. Upon becoming full-time Members, seniority gained as a result of employment as a part-time Member hereunder will be used to calculate vacation entitlement only and not for any other purpose under this Collective Agreement.

39.07 Two or more part-time Members will not be employed to fill a position that could otherwise be filled by a full-time Member.

39.08 The Board will deduct dues from part-time Members and remit same monthly to the Association. Such dues are calculated as 66 2/3% of 2% of the current regular salary of a First Class Constable. Dues will be collected by the Board from Members governed by this Article at 5% of base salary per pay until the full dues are collected.

39.09 Full-time Members accepting positions under conditions (a) or (b) in Article 39.01 will be considered as temporary transfers and continue to be treated as full time employees under the Collective Agreement. Any full-time Member who elects to be employed under condition (c) in Article 39.01 will be deemed a permanent transfer and the Member's status will change to that of a part time employee governed exclusively by the terms of this article.

39.10 The Board will provide to the Association, in writing on a monthly basis, the names, classification, start dates and completion dates of all part-time Members.

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39.1 ■ Summer students governed by a "Government Grant Program" are exempt from the terms of this Article.

39.12 The provisions of this article constitute the sole terms and conditions of employment with respect to part time Members.

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## **ARTICLE 40 – JOB SHARE**

- 40.01 Job sharing arrangements will be available for a limited number of qualified full time Members. It may be necessary to limit the permissible number of job share arrangements and to identify certain positions which are ineligible for job sharing. Such limitations will be determined after consultation with the Staff Deployment Committee.
- 40.02 Job sharing arrangements will be for an initial one (1) year period and may be renewed by mutual agreement, in writing, between the job sharers subject to the Chiefs approval.
- 40.03 Applicants must be of the same rank and employed in the same position, having at least three (3) years' seniority with the Service. Job share partners must share the regular hours associated with the position being shared, and must work a minimum of forty (40) hours bi-weekly. Regular hours of work per week will be construed to mean one half of the normal scheduled hours of the shared position.
- 40.04 Job sharing allows for two (2) qualified full time Members to share one full-time job for which they are each qualified to perform so that the pay, benefits and hours of work for a job are shared approximately equally by the two (2) Members, without reducing the efficiency or productivity of the position.
- 40.05 Requests to job share will be made on the prescribed form, submitted to the Members' Divisional Commander and, if approved, forwarded to the Staff Deployment Committee for consideration. Requests to job share must be made jointly by Members and may be made at any time and will be considered on an individual basis by the Staff Deployment Committee. Any job share arrangements approved by the Staff Deployment Committee, together with the required joint and individual agreements signed by the participants, will be subject to and governed by the terms of this Article.
- 40.06 Full-time positions that become vacant due to an approved job sharing arrangement will be filled, on a full-time basis, through the normal posting and recruitment process.
- 40.07 (a) Job share arrangements will not expire prior to the end of the one year term and will only be terminated in accordance with this article, unless the Chief exercises his/her discretion to grant early termination in exigent circumstances. In the event of early termination, the job share partners will be dealt with in accordance with (b) and (c) below.
- (b) In the event one job share partner wishes not to renew the job share arrangement, such partner will provide no less than ninety (90) days' written notice prior to the end of the one (1) year term to the job share partner, the Service, the Staff Deployment Committee and the Association. Subject to (c) below, the shared position will revert to full-time status, to be retained by the most senior job share partner. The more junior partner will be returned to the position occupied by the Member prior to the commencement of the job share, provided such position remains vacant. In the event such position is no longer vacant, the Member will be considered for any vacancies for which they are qualified. In the case of civilian Members, there is no guarantee that the

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junior Member will be returned to their pre-job share salary level, position, shift and/or location. In the case of uniform Members, there is no guarantee that the junior Member will be returned to their pre-job share platoon, division, shift and/or assignment.

(c) If the job share arrangement terminates as a result of the transfer, promotion, retirement or termination of one partner, but the Service, Staff Deployment Committee and the remaining job share partner agree to continue the arrangement, the available half of the position will be posted. If a new qualified candidate is chosen, the arrangement will continue. If a qualified candidate is not found, the remaining job share partner will be given ninety (90) days' notice that the position is reverting to a full-time position to be retained by the remaining job share partner or, if necessary, filled in accordance with the collective agreement.

40.08 During extended periods of absence (maternity, illness etc.) the job share partner will work full time to cover the extended absence unless a replacement is obtained by the remaining job share partner.

40.09 The Divisional Commander will evaluate the job sharing program on an annual basis to ensure that work unit productivity does not deteriorate. A written report will be submitted to the Chief if workplace performance standards are not being met. If necessary, the Chief will resolve productivity concerns in consultation with the Staff Deployment Committee.

40.10 Job sharing arrangements are subject to adjustment or termination as requirements of the Service may dictate. Management will provide ninety (90) days written notification of such adjustment or termination to each job share participant.

40.11 Where in conflict, the terms of this Article will supersede the relevant articles in the Collective Agreement. In all other cases the participant is fully covered under the terms and conditions of the Collective Agreement.

40.12 (a) Each Member will receive gross bi-weekly salary equal to fifty per cent (50%) of the amount payable to a full time Member at the same rank/classification, provided they work fifty per cent (50%) of the time worked by a full time Member of the same rank/classification.

(b) The reconciliation of actual versus required hours worked will be conducted by Human Resources for all job share participants on an annual basis. Any required adjustment of hours will be made from or to the Member's vacation, overtime, court time, statutory or bank time, on a straight time basis. If there are insufficient hours in these banks, any overpayment will be recovered by deduction from the Member's bi-weekly salary, which deductions the job share partner hereby authorizes as a condition of participating in job share.

40.13 The job share participants will receive fifty per cent (50%) of the Shift Differential, Service Pay accrual, Clothing Allowance, Bank Time, Sick Time Credits, and cleaning

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vouchers that would otherwise be applicable had the Member not participated in the job sharing arrangement.

- 40.14 Net pay for the purpose of W.S.I.B. Compensation will be fifty per cent (50%) of the job share participant's net pay had they been working on a full-time basis.
- 40.15 Service accumulation is pro-rated at fifty percent (50%) for each job share participant, such that the Member earns a maximum of six (6) months credited service for each year of service in the job sharing arrangement.
- 40.16 The job share participants may vary the days worked on one (1) week's written notice and upon consent of the Divisional Commander. Job share participants are not eligible for split shifts.
- 40.17 Job share participants working beyond their full tour of duty will be entitled to overtime as per the collective agreement.
- 40.18 If a call back situation arises, all job share participants are eligible for such callbacks in a fair and equitable rotational system.
- 40.19 The court attendance premium will be paid in accordance with the collective agreement.
- 40.20 Job share participants working a rotating shift will be entitled to fifty percent (50%) of the statutory holiday credits that would have been received by a full time Member during the job share arrangement, as per the collective agreement. Day shift civilian Members will receive fifty percent (50%) of the yearly allotment of statutory holiday credits to be taken as time off in the calendar year.
- 40.21 Job share participants will earn annual leave at the rate of fifty per cent (50%) of the Member's normal entitlement, according to seniority with the Service, pro-rated in accordance with actual period worked in the job sharing arrangement.
- 40.22 Job share partners are eligible for only one week or one block of vacation leave during prime time. **All** other vacation leave requests will be made in accordance with the Holiday Selection Chart System provided in the collective agreement.
- 40.23 Pension contributions and credits will be adjusted in accordance with OMERS regulations.
- 40.24 Eligibility for Long Term Disability benefits will be determined in accordance with the rules and regulations applicable to the LTD benefit plan.
- 40.25 Group Life and Accidental Death and DisMemberment Insurance are payable at fifty percent (50%) of the rate of a regular full time Member.

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40.26 (a) Benefit eligibility and entitlement is subject to the rules and regulations of the benefit plans and the benefit contract between the Regional Municipality of Durham, the Board and the carrier.

(b) For Extended Health Care and Dental Plans, the Member and the Board will each pay fifty per cent (50%) of the cost of the applicable monthly premiums, unless, pursuant to such benefit contracts, job share partners are required to be treated as a single claimant and must therefore elect as between certain benefits (e.g. one chooses medical while the other selects dental).

(c) Subject to restrictions in the benefit contracts, if either Member wishes to purchase coverage for the benefit they do not receive, they may do so by paying the premium for the year in a lump sum.

40.27 Association dues and assessments payable by the job share participants will be paid at the rate of one hundred percent (100%) of the regular dues paid by full time Member.

October 1, 2002

**Letter of Agreement Civilian Collective Agreement Revisions**

With reference to Article 37, the Durham Regional Police Services Board and the Durham Regional Police Association representatives hereby approve and adopt the results of the Wordsmithing Committee as contained herein.

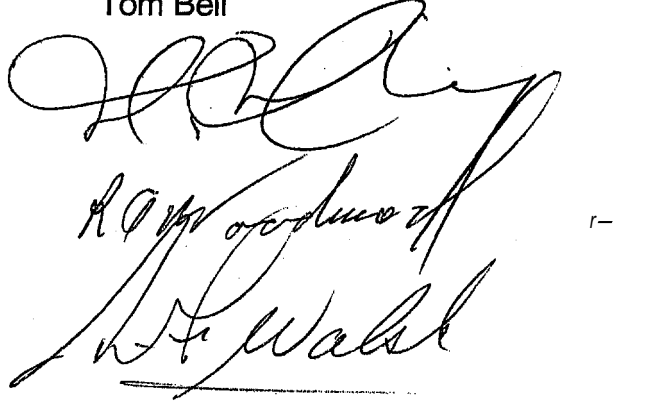
Dated at the City of Oshawa on this 1<sup>st</sup> day of October, 2002

FOR THE ASSOCIATION

  
\_\_\_\_\_  
Doug Cavanaugh

  
\_\_\_\_\_  
Katherine D. Walker

  
\_\_\_\_\_  
Tom Bell

  
\_\_\_\_\_  
H. P. Walsh

FOR THE BOARD

  
\_\_\_\_\_  
Robert G. Boychyn

  
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Kevin Ashe

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## **APPENDIX “A” – JOINT COMMITTEES**

Where applicable, a committee established under the terms of this appendix to the Uniform or Civilian Collective Agreement may consider analogous issues under the other Collective Agreement and will satisfy that Collective Agreement’s requirement to establish a similar committee.

**Disability Committee** – joint committee comprised of three (3) representatives of the Association and three (3) representatives of the Board. The Committee will examine alternatives to the existing sick leave plan and make recommendations to provide adequate protection in the event of short-term and long-term disability.

**Transfer Committee** – joint committee comprised of two (2) representatives of the Association and two (2) representatives of the Board. The Committee will review involuntary transfers. A Member who is the subject of an involuntary transfer may make application, within five (5) days of being notified of such transfer, for the Committee to review the transfer. The Committee may make recommendations but the Chief retains the right of final decision.

**Posting Committee** – joint committee comprised of two (2) representatives of the Association and two (2) representatives of the Board. The Committee is to review the process and definition of the posting Article and make recommendations to the Chief. In addition to the postings, policies with respect to temporary positions, training and promotions will be reviewed by the Committee for the purpose of making recommendations to the Chief.

**Holiday Selection System Review Committee** – joint committee comprised of four (4) representatives of the Association and four (4) representatives of the Board. The Committee will review and discuss the implementation and operation of the holiday selection system in Article 27.

**Central Sick Leave Bank Committee** – joint committee comprised of three (3) representatives of the Association (*two* uniform and one civilian) and at least (1) representative of the Board. The Committee will review and administer all requests for time from the CSLB.

**Leave of Absence Committee** – joint committee comprised of three (3) representatives of the Association and three (3) representatives of the Board. The Committee is to review and make recommendations on a leave of absence policy as soon as practicable.

**Wordsmithing Committee** – joint committee comprised of Association and Board representatives. The Committee will review and recommend changes to the present wording of the Collective Agreement for clarification purposes only.

**Equipment Committee** – joint committee comprised of Association and Board representatives. The Committee will meet to study matters of mutual concern relating to equipment and will make recommendations to the Chief who will consider such recommendations in good faith.



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**Staff Deployment Committee** – joint committee comprised of three (3) Members named by the Association and three (3) Members named by the Board and will meet whenever requested by any Member of the SDC to consult on any future changes to the shift schedule in the Civilian Branch. The Member seeking the meeting will provide a brief agenda in advance and in writing of subjects to be discussed. The SDC will strive to reach a consensus. The SDC will provide input to the Chief either on its own initiative or when requested by the Chief. The SDC will also offer recommendations to the Chief regarding minimum staffing.

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## **APPENDIX “B” – CIVILIAN JOINT JOB EVALUATION**

The internal evaluation system completed by the Civilian Evaluation Committee satisfies the pay equity requirements, subject to a final reply of The Pay Equity Commission in relation to Police Officers.

It is agreed by the parties that job descriptions that have been prepared by the Evaluation Committee are accepted as the job descriptions of the various civilian positions of the Service. Any changes in job descriptions will be reviewed by the parties and agreed upon prior to acceptance.

### **Article 1 – Definitions**

1.01 The following definitions are applicable to the joint job evaluation process established herein:

“Salary Grade Level” means the pay range for groups of jobs

“Maximum Rate” means the highest rate of compensation for a Salary Grade Level.

### **Article 2 – Salary Grade Levels**

2.01 The compensation plan / salary schedules will be in accordance with the following:

- (i) The job classification system in the Civilian Collective Agreement will be arranged in a job worth hierarchy and subdivided into eight (8) different jobs and be assigned the corresponding range of job evaluation points for each Salary Grade Level.
- (ii) The salary tables assigned to each of the Salary Grade Levels will be effective January 1, 1998.
- (iii) Salaries for all civilian incumbents will be set as of January 1, 1998 to either the appropriate step in the new salary schedule or their current level, whichever is higher.
- (iv) Incumbents whose current salary exceeds the newly accepted Maximum Rate in the applicable Salary Grade Level, effective January 1, 1998, will be “red circled” or cease to receive salary increases until such time as the Maximum Rate for that Salary Grade Level exceeds the rate currently paid to the incumbent(s).

### **Article 3 – Joint Job Evaluation Committee**

3.01 (1) The Joint Job Evaluation Committee (“JJEC”) will be comprised of:

- (a) Two (2) representatives, plus an alternate, appointed by the Board; and

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- (b) Two (2) representatives, plus an alternate, appointed by the Association.
  - (2) The JJEC will be restricted to four (4) Members at any sitting with equal representation from the Board and the Association. The third Member (alternate) will only be used in the event a Member of the committee is unavailable and there will be equal representation on the committee.
  - (3) All Members of the JJEC will receive proper training where necessary.
- 3.02 (1) The JJEC will evaluate civilian jobs using the point factor comparison method and establish ratings pursuant to the method established under the January 1, 1998 implementation process.
- (2) The JJEC will meet on a quarterly basis, from the commencement of the calendar year, to evaluate submissions respecting positions experiencing significant changes in job duties and responsibilities. JJEC will also review all Civilian Job Descriptions on a biannual basis.

#### **Article 4 – Changes in Job Duties & Responsibilities**

- 4.01 (1) Significant changes to an incumbent's job description will be recorded on a job questionnaire, signed off by the incumbent, the immediate Supervisor and the Divisional Commander. The job questionnaire will be forwarded to Human Resources for review and submitted to the JJEC for re-evaluation at the next scheduled quarterly meeting.
- (2) The incumbent and immediate supervisor may attend the JJEC meeting to make representations to the committee in evaluating the significance of any changes. Neither the incumbent nor the immediate supervisor will be present during the committee's evaluation exercise, which will be completed within sixty (60) calendar days of hearing the parties' representations.
- (3) Where the re-evaluation of the job warrants a change in Salary Grade Level and results in a salary increase for the incumbent(s), the effective date for the resulting salary increase will be the date that Human Resources received the duly completed job questionnaire.
- (4) Where the re-evaluation of the job results in a lower Salary Grade Level and the incumbent(s)' current rate of pay exceeds the Maximum Rate in the new Salary Grade Level, the incumbent(s) will be "red circled" and cease to receive salary increases until such time as the Maximum Rate in the new Salary Grade Level applicable to the job exceeds the rate currently paid to the incumbent(s).

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## **Article 5 – Appeal Process**

- 5.01 (1) Incumbents and/or management will have thirty (30) days from the date the results of the re-evaluation are communicated to both parties, to raise an appeal with respect to the new Salary Grade Level for the incumbent(s)' position.
- (2) Before an appeal can be launched, there must be agreement to submit an appeal request by at least fifty-one per cent (51%) of incumbents in such job. A copy of the vote signed by those in favour will accompany the request in writing and be submitted to the Human Resources Manager and the Association. A tie vote will be considered as a rejection of the appeal.
- (3) The incumbent and immediate supervisor may again attend at the JJEC meeting to make representations to the committee. Neither the incumbent nor the immediate supervisor will be present during the committee's re-evaluation exercise, which will be completed within sixty (60) calendar days of having received the request under 5.01(2). Unless a further appeal is taken, the provisions of Article 4.01(3) or (4), as the case may be, will apply.
- (4) If management or the incumbent(s) still do not agree with the results of a second JJEC re-evaluation, either the incumbent(s) or management may request the position be evaluated by an independent adjudicator mutually agreed upon by both parties. Written notice of the party's intention to refer the dispute to an adjudicator must be given to the other party within thirty (30) days after the receipt of JJEC's decision under this Article.
- (5) The adjudicators listed below have been mutually agreed upon, two (2) chosen by Management and two (2) by the Association. These adjudicators will be used alternating from the Association's choice to Management's choice. If one person is not available, the next adjudicator on the list will be chosen. Subsequent appeals will be done by the next adjudicator in line on the list.
1. Helen Finder of Finder-Guttman Associates
  2. Pallet Valo. Yudkovich.
  3. Susan Manscoll of KPMG
  4. To be determined.

The adjudicator will hold an oral hearing for both parties to present their positions. Written presentations by both parties will be provided to the adjudicator at least thirty (30) days prior to the oral hearing. The adjudicator will not make any decision inconsistent with the provisions of the Civilian Collective Agreement. A conclusive decision from the adjudicator will be expected within sixty (60) days of the oral hearing. The decision of the adjudicator will be final and binding. The cost of the adjudicator will be shared equally between the Board and the Association.

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- (6) On appeal or adjudication the findings may result in a Salary Grade Level for the position being re-evaluated upward, downward or no change. In the event the adjudicator concludes a change is necessary, the provisions of Article **4.01(3)** or **(4)**, as the case may be, will apply.

#### **Article 6 – Establishinn New Positions**

- 6.01 (1) The Divisional Commander will prepare and forward a job description and job questionnaire in respect of newly created positions to Human Resources. Within thirty (30) days of receiving such documents, Human Resources will forward same to JJEC for evaluation. Such evaluation will be completed within sixty (60) calendar days of having received the material from Human Resources.
- (2) Newly created positions may be submitted to JJEC, in accordance with Article **4**, for re-evaluation after an incumbent has occupied the position for at least six (6) months.

#### **Article 7 – Job Descriptions**

- 7.01 Job questionnaires submitted as part of the job evaluation process will be reformatted into job descriptions by Human Resources. A copy of the job description will be given to the incumbent(s), immediate supervisor and Divisional Commander who will sign and date the job description to indicate concurrence.
- 7.02 Where there **is** disagreement in the content of the job description, the incumbent(s), immediate supervisor or Divisional Commander may appeal to the JJEC for review and final determination of correctness.

#### **Article 8 – Market Value**

- 8.01 Where the Service **is** experiencing difficulty attracting qualified Members for a particular position at the rate established under the Joint Job Evaluation Process, the Human Resources Manager may assess the current market value rate applicable to the position. Should the review determine that the position is being remunerated at below market value, the Human Resources Manager will forward a recommendation as to the appropriate rate for consideration by the Chief.
- 8.02 Notwithstanding the Salary Grade Levels established herein, the Service may elect to pay a higher rate as is necessary to attract qualified Members to such positions.
- 8.03 The Association will be notified in advance of any market value adjustments or newly established levels.